

Respectfully submitted,

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MONKEYmedia, Inc. v. Amazon.com, Inc., Case No. 1:20-cv-00010

Joint Claim Construction Chart

Claim term	MONKEYmedia's Proposed Construction	Amazon's Proposed Construction	Patent/Claim
“stored content”	AGREED “content that minimally contains images or text that can be displayed, and is stored.”	AGREED “content that minimally contains images or text that can be displayed, and is stored.”	'158: 37, 40, 41 '226: 7-9
“Continuing segment”	AGREED “the segment of main content that plays after the ‘at least one segment.’”	AGREED “the segment of main content that plays after the ‘at least one segment.’”	'158: 37, 40, 41
“Continuing portion”	AGREED “the portion of main content that plays after the ‘first portion’”	AGREED “the portion of main content that plays after the ‘first portion’”	'226: 1, 7
“cue”	AGREED “a prompt or guiding suggestion”	AGREED “a prompt or guiding suggestion”	'158: 37, 40, 41 '379: 21 '226: 1, 5, 7, 11 '298: 1, 5, 6, 13,14
highlighting / highlighted	AGREED “calling attention to a cue or to other information”	AGREED “calling attention to a cue or to other information”	'158: 37, 40, 41 '226: 1, 7 '298: 1, 5, 13,14

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Claim term	MONKEYmedia's Proposed Construction	Amazon's Proposed Construction	Patent/Claim
“discernible entity”	AGREED “a graphical or auditory element that is distinguishable from the surrounding context”	AGREED “a graphical or auditory element that is distinguishable from the surrounding context”	'379: 21 '298: 1, 5, 13,14
“expansion cue container”	AGREED “a receptacle for holding expansion cues into and from which cues can be inserted and removed”	AGREED “a receptacle for holding expansion cues into and from which cues can be inserted and removed”	'158: 37 '226: 11
“segment”	No construction necessary. If construction: “A stream or portion of a stream of multimedia content.”	“a sequence of media content that is fixed and predetermined prior to playing.”	'158: 37, 40, 41 '226: 3, 7, 9
“subset”	Plain and Ordinary Meaning	“a sequence of media content that is fixed and predetermined prior to playing.”	'379: 21, 25
“portion”	Plain and Ordinary Meaning	“a sequence of media content that is fixed and predetermined prior to playing.”	'226: 1, 5
“link”	No construction is necessary. If construction is necessary: “a rule or collection of rules that determines the next content.”	“a predetermined connection from one specified segment/portion to another specified segment”	'158: 37, 40, 41 '226: 1, 7

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Joint Claim Construction Chart

Claim term	MONKEYmedia's Proposed Construction	Amazon's Proposed Construction	Patent/Claim
“linking”	No construction is necessary. If construction is necessary: “Applying link rules”	“following the predetermined connection from one specified segment/portion to another specified segment/portion”	'158: 37, 40, 41
“expansion link”	No construction is necessary. If construction is necessary: “A link to expansion content.”	“a link from a specified segment/portion to a specified expansion segment/portion”	'158: 37, 40, 41 '226: 1, 7
“continuity link”	No construction is necessary. If construction is necessary, “A link to a continuing portion or segment.”	“a link from a specified segment/portion to a specified continuing segment/portion”	'226: 1, 7
“Transition”	No construction is necessary. If construction is necessary: “Audio and/or visual content and/or effect while passing from one set of content to another.”	“audio or visual content or effect that is presented while passing from one portion of a presentation to another portion of the presentation”	'379: 21 '226: 1, 7 '298: 1, 13
“terminus”	No construction is necessary. If construction is necessary: “A point in time.” No construction is necessary. If construction is necessary:	“a point that is fixed and predetermined prior to playing”	'158: 37, 40, 41 '226: 1, 7

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Joint Claim Construction Chart

Claim term	MONKEYmedia's Proposed Construction	Amazon's Proposed Construction	Patent/Claim
“interruption terminus”	“a point in time in the primary content continuous play media stream when the primary content is interrupted”	“a point that is fixed and predetermined prior to playing and at which play can be interrupted”	'226: 1, 7
“resume-point terminus”/ resume point	No construction is necessary. If construction is necessary: “A point in time in the primary content continuous play media stream when the primary content resumes.”	“a point that is fixed and predetermined prior to playing and at which play can be resumed”	'379: 21, 22 '226: 1, 7 '298: 1, 13
“expansion decision point”	No construction is necessary. If construction is necessary: “A point in time in the primary content continuous play media stream when the user decision to access optional content is detected by the device”	“a point that is fixed and predetermined prior to playing and at which a decision to play expansion can occur”	'226: 1, 7
“landing offset”	No construction is necessary. If construction is necessary: “A temporal displacement”	“point temporally located after the beginning of the [second subset/continuing portion]”	'379: 21 '298: 1, 13
“spatiotemporal continuity”/ “spatiotemporally continuous”	No construction is necessary. If construction is necessary,	Indefinite	'226: 1, 7 '379: 21 '298: 1, 13

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Joint Claim Construction Chart

Claim term	MONKEYmedia's Proposed Construction	Amazon's Proposed Construction	Patent/Claim
	"In temporal succession and in substantially the same display space."		
"substantially fills"	Plain and Ordinary Meaning	Indefinite.	'379: 21 '298: 1, 13
"after at most a small amount of time"	Plain and Ordinary Meaning	Indefinite.	'226: 1, 7
"providing a highlighted expansion cue to a user that is integrated with the display ... whereby the display of the expansion cue is distinct from the display of the at least one segment"	No construction is necessary. If construction is necessary, See "highlighted," "cue," and "segment." Plain and Ordinary Meaning as to remaining language.	Indefinite.	'226: 7
"A [set top] media player for capturing and playing continuous play media streams, the media player comprising a display circuit, a selector interface coupled to a digital controller, memory caching storage, and an interface circuit comprising an external interface circuit"	Preamble is not limiting	Preamble is limiting	'298: 1, 13